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8 UNITED STATES BANKRUPTCY COURT
9 EASTERN DISTRICT OF CALIFORNIA FRESNO DIVISION

10 In re
11 SOUTHERN INYO HEALTHCARE
12 DISTRICT

Bankruptcy Case No.: 16-10015
Chapter 9

Adv. Case No.: 18-01031

13 Chapter 9 Debtor.
14 SOUTHERN INYO HEALTHCARE
15 DISTRICT, plaintiff
16
17 v.
18 HEALTHCARE CONGLOMERATE
19 ASSOCIATES, LLC; VI HEALTHCARE
20 FINANCE, INC.; and DOES 1 through 10,
21 defendants.

**DECLARATION OF CHET BEEDLE IN
SUPPORT OF MOTION FOR
PRELIMINARY INJUNCTION
AGAINST VI HEALTHCARE FINANCE,
INC., & FOR SEQUESTRATION OF
TAX REVENUES PENDING FINAL
RULING ON THE MERITS OF THIS
ADVERSARY CASE OR FURTHER
ORDER OF THIS COURT.**

Hearing:
Date: January 23, 2019
Time: 1:30 p.m.
Place: Courtroom 11
2500 Tulare St., 5th Floor
Fresno, California

22 COMES NOW, SOUTHERN INYO HEALTHCARE DISTRICT and submits the

1 Declaration of Chet Beedle in support of its Motion for Preliminary Injunction Against Vi
2 Healthcare Finance, Inc., and for sequestration of tax revenues or further Order of this Court
3 [Dkt.No.29].

4 Respectfully submitted this 18th day of December, 2018.

5
6 THE SHINBROT FIRM

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8 By: /s/Jeffrey S. Shinbrot
9 Jeffrey S. Shinbrot, Special
10 Litigation Counsel for the Southern Inyo
11 Healthcare District
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DECLARATION OF CHET BEEDLE

I, Chet Beedle, declare as follows:

1. I am over the age of 18. I am the Chief Financial Officer the Southern Inyo Healthcare District ("Debtor" or "District"). I submit this declaration in support of Debtor's application for a preliminary injunction against Vi Healthcare Finance, Inc. ("Vi"). Unless otherwise stated, I have personal knowledge of the following facts.

2. I am personally familiar with the operations of the District and I keep documents related thereto in the ordinary course of the District's business and I am personally familiar with the District's account receivables and record keeping related thereto.

3. I am informed and I believe that on or about January 2, 2016, the District and HCCA entered into a Management Services Agreement ("MSA").

4. I am further informed and believe that pursuant to the MSA, HCCA was responsible for the management and collection of the District's accounts receivable.

5. During the period of January 31, 2016, through April 30, 2017, HCCA permitted the District's outstanding accounts receivable to increase by the amount of \$1,914,321.48, without collection. I am informed and believe that little or no effort was made by HCCA to collect those accounts receivables. Additionally, HCCA failed to collect \$1,377,109.87 in outstanding accounts receivables that was on the District's prior accounting system as of January 31, 2016. Based on the foregoing, HCCA permitted 3,291,431.35 of the District's account receivables to go uncollected.

6. Based on my experience, if reasonable efforts had been made to collect the District's accounts receivables in the amount of \$3,291,435., the District would have collected approximately 50% of that amount, or approximately \$1,645,716.00.

I under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated: 12/17/18


CHET BEEDLE